MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 3, 2017 / 2018

DBL5018 – BUSINESS LAW

(For Diploma Students Only)

30 MAY 2018
2.30 p.m. – 4.30 p.m.
(2 Hours)

INSTRUCTIONS TO STUDENT

1. This question paper consists of **2** pages with 4 questions.
2. Answer all questions.
3. You are required to cite relevant provisions and case laws.
4. Write all your answers in the Answer Booklet provided.

QUESTION 1

a) A hire-purchase agreement is a contract of hire for a fixed period at a fixed rental which also grants the hirer an option to buy. Briefly explain the formation of a hire-purchase agreement.

(10 marks)

b) Based on the Section 4C (1) (a) of Hire-Purchase Act 1967, list down **SIX (6)** contents of hire-purchase agreement.

(6 marks)

c) The guarantor is liable to the owner in the event of default by the hirer in his payments of installments or breaches the terms of the hire-purchase agreements. State the following:

i. Rights of Guarantor Against Owner

(5 marks)

ii. Rights of Guarantor Against Hirer

(4 marks)

[Total : 25 Marks]

QUESTION 2

a) State **EIGHT (8)** elements of a contract.

(8 marks)

b) List down any **TWO (2)** parties who are not competent to contract.

(2 marks)

c) Fazura owns an apartment located at Klebang, Melaka. She bought the apartment when she works as an auditor at Fong & Co. Recently, she has a new job offer in Kuala Lumpur so she intended to sell her apartment to her friend, Fattah. She has made an offer to Fattah to sell her apartment for RM500 000.00. Fattah agreed on the amount and informed Fazura that he will make the payment as soon as possible. However, later on that day Neelofa met Fazura and told her that she is willing to pay RM 600 000.00 for the apartment if Fazura agrees to sell the apartment to her. Thus, Fazura made a phone call to Fattah to cancel her offer. However, Fattah refused to accept the cancellation of the offer and he claimed that Fazura can no longer revoke the offer.

As a laywer, advise Fazura whether the contract between her and Fattah is valid.

(15 marks)

[Total : 25 Marks]

Continued...

QUESTION 3

a) Directors are the person entrusted by the management of the company. List down **FIVE (5)** statutory duties of a director based on Section 218 of Companies Act 2016.

(5 marks)

b) Full House Sdn. Bhd. is a company owned by Bethany and her husband John. They have a son named Seth who is 17 years old and recently finished his high school. In the recent meeting of the company, both of them have agreed to appoint Seth as the company director. However, Seth has not agreed on the appointment and refused to make a consent through writing even his parents forced him to start working as soon as possible.

Advise Seth on whether he has qualification to become the director of Full House Sdn. Bhd.

(10 marks)

c) In brief, define **FIVE (5)** types of directors in a company.

(10 marks)

[Total : 25 Marks]

QUESTION 4

a) Briefly discuss the legislative procedures in Malaysia.

(15 marks)

b) Explain the following:

i. Custom Law

(5 marks)

ii. Islamic Law

(5 marks)

[Total : 25 Marks]

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